unique in our time. In the last years of Langdell's life the same keen analytical power was applied to the leading conceptions of equitable jurisdiction. The little book on Equity Pleading published many years earlier is still not much known among English lawyers, but it goes to the root of the matter far more thoroughly than any other modern treatise known to us, though probably there is no other so short."

THE LAW SCHOOL. — Principally owing to the ill health of Professor Brannan, several changes have been made in the leadership of the courses. Mr. P. L. Miller, of last year's REVIEW board, will give Bills and Notes, and Professor Beale will give Damages. Dean Ames will conduct the course in Partnership, and Mr. C. F. Dutch, of the 1905 REVIEW board, the course in Equity III. Whether Quasi-Contracts will be given will probably depend upon Professor Brannan's ability to resume his duties in the middle of the year. In the extra courses Mr. A. R. Campbell, of the 1902 REVIEW board, will lecture on New York Practice, and Mr. J. L. Stackpole, of the 1898 REVIEW board, will give a course in Patent Law. Professor Winter has returned, and will conduct classes in Voice Training and Extemporaneous Speaking.

LACK OF MUTUALITY OF REMEDY AS A DEFENSE TO SPECIFIC PERFORMANCE. — By the old orthodox rule, unless the defendant should in turn be entitled to an equitable remedy, the plaintiff took nothing by his bill for specific performance.[1] This remedy must have existed when the contract was made. Subsequent accrual of it to the defendant did not add the requisite mutuality;[2] subsequent loss of it to him, even by act of God,[3] much less by his own laches,[4] did not remove it. Two classes of exceptions were allowed. It was an answer to the plea that the plaintiff, though not so compellable in equity, had performed in full;[5] likewise, that he had elected to proceed with a contract voidable at his option.[6] Thoughtful courts have in part demolished these artificial rules. Mutuality of *equitable* remedy is no longer generally demanded,[7] nor need it exist at the time of the bargain.[8] A recent federal decision, however, restates the former of these discredited doctrines. *General Electric Co.* v. *Westinghouse Electric Co.*, 144 Fed. Rep. 458 (Circ. Ct., N. D. N. Y.).

In passing upon a bill for specific performance, certain considerations must commend themselves to the Chancellor. If the defendant has already had full performance, it no longer lies in his mouth to talk remedies. Further, if some remedy lie open to him, adequate either to assure him counter-performance or to compensate him on breach, he may not be heard to quibble over the precise form it shall take.[7] Still less is it an

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1 Cooper *v.* Pena, 21 Cal. 403.
2 Norris *v.* Fox, 45 Fed. Rep. 406.
3 Stapilton *v.* Stapilton, 1 Atk. 2; Moore's Admrs. *v.* Fitz Randolph, 6 Leigh (Va.) 175.
4 Eastern Counties Railway Co. *v.* Hawkes, 5 H. L. Cas. 331.
5 Univ. of Des Moines *v.* Polk County Homestead & Trust Co., 87 Ia. 36.
6 See Ames, Mutuality in Specific Performance, 3 Columbia L. Rev. 1, and cases cited.
7 Northern Central Railway *v.* Walworth, 193 Pa. St. 207; Lamprey *v.* St. Paul & Chicago Railway, 89 Minn. 187.
8 Blanton *v.* Ky. Distilleries Co., 120 Fed. Rep. 318.